

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**BERK WIPER INTERNATIONAL, LLC,
f/k/a BERK WIPER CONVERTING, LLC,**

Plaintiff,

v.

**RANDY WITTENBERG,
d/b/a MADISON WEST PROFESSIONAL,
d/b/a GLOBAL WIPING,
d/b/a GLOBAL WIPING CONVERTING,
d/b/a GLOBAL WIPING CONVERTING
AND PACKAGING,
d/b/a GLOBAL WIPING CONVERTING
AND PACKAGING, LLC,
d/b/a GLOBAL WIPING SOLUTIONS,
and d/b/a GLOBAL WIPING
SOLUTIONS, INC.,**

Defendant.

Civil Action No. 2:12-cv-05698-MSG

MOTION FOR ENTRY OF DEFAULT JUDGMENT AND PERMANENT INJUNCTION

For the reasons set forth in the Memorandum of Law filed herewith, Plaintiff Berk Wiper International, LLC, f/k/a Berk Wiper Converting, LLC (“Plaintiff”) hereby moves for entry of default judgment pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure against Defendant Randy Wittenberg, d/b/a Madison West Professional, d/b/a Global Wiping, d/b/a Global Wiping Converting, d/b/a Global Wiping Converting and Packaging, d/b/a Global Wiping Converting and Packaging, LLC, d/b/a Global Wiping Solutions, and d/b/a Global Wiping Solutions, Inc. (“Defendant”), for an award of costs and attorneys’ fees in the amount of \$14,261.60, and for a permanent injunction, enjoining Defendant, his officers, agents, servants,

employees, attorneys, parents, affiliates, related companies, and all persons acting for, with, by, through or under him, and each of them:

- (i) from using or causing any other person to use in any manner the word marks CHEF'S CHOICE, CHEF'S SELECT, CUT N DRY, or ONE PULL, or any portions or formatives thereof, or any other mark likely to cause confusion therewith, in connection with the promotion and sale of Defendant's products;
- (ii) from using or causing any other person to use in any manner the word marks CHEF'S CHOICE, CHEF'S SELECT, CUT N DRY, or ONE PULL, or any portions or formatives thereof, or any other mark likely to cause confusion therewith, in such a manner that is likely to create the erroneous belief that Defendant's products or any other products are manufactured by, authorized by, sponsored by, licensed by, or in some way associated or affiliated with Plaintiff;
- (iii) from publishing, using, or causing any other person to publish or use any web site pages, advertising or any other promotional materials or Internet code words, including titles, metatags, keywords, and scripts that use in any manner the word marks CHEF'S CHOICE, CHEF'S SELECT, CUT N DRY, or ONE PULL, or any portions or formatives thereof, or any other mark likely to cause confusion therewith so as to create a likelihood of confusion, mistake or deception;
- (iv) from using or causing any other person to use in any manner the word marks CHEF'S CHOICE, CHEF'S SELECT, CUT N DRY, or ONE PULL, or any portions or formatives thereof, or any other mark likely to cause confusion therewith, in any domain name, URL, or portion or formative thereof;

(v) from otherwise engaging in any other acts or conduct which would cause the erroneous belief that products sold by Defendant are manufactured by, authorized by, sponsored by, licensed by, or in some way associated or affiliated with Plaintiff;

(vi) from further breaching the Non-Disclosure Agreement (Complaint [Doc. 1], Exhibit H); and

(vii) from further interference with Plaintiff's prospective and existing contractual relations.

Respectfully submitted,

BERK WIPER INTERNATIONAL, LLC,
f/k/a BERK WIPER CONVERTING, LLC

Dated: January 28, 2013

By: /s/ Kevin M. Drucker
MENDELSON, DRUCKER, & ASSOCIATES, P.C.
Kevin M. Drucker, Esquire (ID No. 201952)
1500 John F. Kennedy Blvd., Suite 405
Philadelphia, PA 19102
Telephone: (215) 557-6659
Fax: (215) 557-8477

Certificate of Service

I hereby certify that a copy of the foregoing was sent via first-class mail on January 28, 2013, to the following:

Randy Wittenberg
1010 Glendevon Court
Ambler, PA 19002

Counsel for Plaintiff

/s/ Kevin M. Drucker
Kevin M. Drucker